

**CITY OF NEWTON**  
**PURCHASING DEPARTMENT**  
***CONTRACT FOR PUBLIC BUILDINGS DEPARTMENT***

**REQUEST FOR PROPOSALS:**

**Furnish, Install, and Commissioning of Peak Electrical  
Demand Reduction Software**  
***RFP 14-60***

**Pre-Proposal Meeting Date: December 9, 2013 at 10:00 a.m.**  
**Proposal Opening Date: December 19, 2013 at 10:00 a.m.**

**DECEMBER 2013**

**Setti D. Warren, Mayor**

# **CITY OF NEWTON, MASSACHUSETTS**

## **REQUEST FOR PROPOSALS**

### **Furnish, Install, and Commissioning of Peak Electrical Demand Reduction Software**

#### **TABLE OF CONTENTS**

	<u>Page #</u>
Part I. Decision to Use Competitive Sealed Proposals	3
Part II. Background	3
Part III. Anticipated RFP Schedule	3
Part IV. Proposal Submission	3
Part V. Questions/Addendums	4
Part VI. Purchase Description	4
Part VII. Quality Requirements	5
Part VIII. Evaluation of Proposals	5
Comparative Evaluation Criteria	5
Part IX. Award of Contract	6
Price Proposal Sheet	7-8
Bidder's Qualifications and Reference Form	9-10
Certificate of Non-Collusion	11
Debarment Letter	12
IRS Form W-9	13
Part X. Contract	15-17
Certificate of Authority	18
Certification of Tax Compliance	19

## PART I. DECISION TO USE COMPETITIVE SEALED PROPOSALS

Due to the professional and technical nature of the services sought, the Chief Procurement Officer has, in accordance with M.G.L. c.30B, §6(a), determined that the procurement of furnishing, installing, and commission service for a software based system that will overlay and interconnect with the City's existing Delta Building Energy Management System to reduce peak electrical demands in City buildings is best served by utilizing a Request for Proposals (RFP) process. Such a process will enable the City to evaluate key factors such as the experience of the proposers, prior experience and creativity in addressing the problem of reductions in electricity consumption, and pricing of individual phases of work. Because of the City's decision to rigorously seek way of reducing its energy consumption, it is important that the City have the ability to select the most advantageous proposal quality of product and adherence to desired specifications as well as cost.

## PART II. BACKGROUND

This project will furnish, install, and commission a software based system that will overlay and interconnect with our existing Delta Building Energy Management System to reduce peak electrical demands in City buildings, by controlling the schedules of key building component operations as well as individual electrical loads with building components throughout all buildings. This software will complete this action by interfacing with the existing building energy management system and a using calculated logic based approach to control start/stop times of building electrical components.

## PART III. ANTICIPATED RFP SCHEDULE

RFP issued:	December 5, 2013 at 1:00 p.m.
Deadline for submitting questions:	December 13, 2013 at 12:00 p.m.
Proposals due:	Thursday, December 19, 2013 at 10:00 a.m.
Award of contract	TBD
Delivery of software by	Two months from date of award

## PART IV. PROPOSAL SUBMISSION

All proposals must be submitted in accordance with Massachusetts General Laws Chapter 30B, Section 6, to the *Chief Procurement Officer* in the Purchasing Department, Newton City Hall, 1000 Commonwealth Avenue, Newton, MA 02459, no later than **10:00 A.M., Thursday, December 19, 2013.**

Proposals shall consist of two parts: (i) a Technical Proposal, which shall consist of all information responsive to this RFP except the fee the proposer will charge for its services hereunder and (ii) a Price Proposal, which shall consist solely of the proposed fee. Proposers shall submit **four (4) copies each of the Technical Proposal and one (1) of the Price Proposal**. Please ensure that "Technical" & "Price" Proposals are submitted in **separate sealed envelopes**. A Technical Proposal which includes Price Proposal information may be rejected as non-responsive.

Envelopes shall be marked:

1. **"TECHNICAL PROPOSAL - RFP #14-60 Furnish, Install, and Commissioning of Peak Electrical Demand Reduction Software".**

**Proposals must have information submitted in the same order of the criteria as listed in this RFP and pages shall be numbered in the bottom footer. Proposals must have a Table of Contents listing the page number providing documentation that demonstrates they have met each of the criteria listed.**

2. **“PRICE PROPOSAL – RFP #14-60 Furnish, Install, and Commissioning of Peak Electrical Demand Reduction Software”.**

**Faxed proposals will not be accepted.**

The Technical Proposal may include any materials and information that the proposer feels is necessary.

There will be no public opening of submitted proposals. Following the deadline for receipt, the Chief Procurement Officer will open the Technical Proposals and prepare a register of those firms submitting proposals which shall be available for public inspection. All proposal contents shall be confidential until the evaluation is final and award has been made.

In the event that the City Hall or the Purchasing Department is not open on the date or at the time the proposals are due, proposals shall be due on the next following business day that the City Hall and the Purchasing Department are open.

All proposals shall remain firm for sixty (60) calendar days after the proposal opening.

## **PART V. QUESTIONS/ADDENDUMS**

QUESTIONS: Inquiries involving procedural or technical matters shall be in writing to [purchasing@newtonma.gov](mailto:purchasing@newtonma.gov) or faxed to the Purchasing Department no later than 12:00 noon Friday, December 13, 2013:

City of Newton, Purchasing Department  
1000 Commonwealth Avenue – Room 204  
Newton, MA 02459  
(617) 796-1227

ADDENDA: Each proposer is required to acknowledge any/all Addenda. Proposers shall place their acknowledgment as the first line of their Transmittal/Cover Page which shall be placed as the first page of the “Technical Proposal” as well as in the designated line of the “Price Proposal”.

Addenda will be posted online at [www.newtonma.gov/bids](http://www.newtonma.gov/bids) and emailed to every individual or firm on record as having received a set of Contract Documents. If you have downloaded the RFP from the Internet, you must make yourself or your company known to the City’s Purchasing Department by emailing [purchasing@newtonma.gov](mailto:purchasing@newtonma.gov) or faxing (617) 796-1227, your or your company’s: name, address, phone and fax number and include the RFP NUMBER (**#14-60**) and project title (Furnish, Install, and Commissioning of Peak Electrical Demand Reduction Software). It is the contractor’s sole responsibility to ensure that it has received all addenda prior to the RFP submittal date. Copies of addenda will be made available at the Purchasing Department and on the City’s website: [www.newtonma.gov/bids](http://www.newtonma.gov/bids).

If you have downloaded the RFP, please be sure to email us at [purchasing@newtonma.gov](mailto:purchasing@newtonma.gov), with your name, address, phone and fax number, email address and what RFP number and project title you have downloaded.

## **PART VI. PURCHASE DESCRIPTION & SCOPE OF WORK**

This project will furnish, install, and commission a software based system that will overlay and interconnect with our existing Delta Building Energy Management System to reduce peak electrical demands in City buildings, by controlling the schedules of key building component operations as well as individual electrical loads with building components throughout all buildings. This software will complete this action by interfacing with the existing building energy management system and a using calculated logic based approach to control start/stop times of building electrical components.

## PART VII. QUALITY REQUIREMENTS

To be considered for evaluation, a proposal must meet all of the following requirements.

- Interface with Delta Energy Management Systems without compromising system performance
- Control scheduling and run times of key building electrical components to minimize peak electrical demand
- Commissioning plan to ensure proper system operation to maintain normal building operations

(Interface is defined as the boundary across which two independent systems meet and act on or communicate with each other. With respect to software, interface means the successful communication through languages and codes that applications use to communicate with each other and with the hardware.)

## PART VIII. EVALUATION OF PROPOSALS

All proposals will be reviewed by an Evaluation Committee in accordance with M.G.L. c.30B. Final selection will be based upon an evaluation and analysis of the information and materials required under the RFP.

Proposals that meet the Quality Requirements will be reviewed for responsiveness to the comparative evaluation criteria below. **Proposals not meeting all Quality Requirements may be omitted from further consideration.** Each member of the Evaluation Committee will assign a rating of Highly Advantageous, Advantageous, Not Advantageous or Unacceptable, to each comparative evaluation criterion. Based on these evaluation criteria ratings, a composite rating by each evaluator will be determined for each proposal. After the evaluations are complete, the price proposals will be opened. The price proposals will be evaluated and ranked based on total price. The contract will not necessarily be awarded to the proposal that receives the highest ranking with respect to the price proposal. The City will award the contract to only one responsive and responsible vendor submitting the most advantageous proposal taking into consideration the proposals' quality requirements, evaluation criteria and composite ratings, and price. Before awarding the contract, the City may request additional information from the vendor. The City reserves the right to reject any and all proposals if it determines that the criteria set forth have not been met.

## COMPARATIVE EVALUATION CRITERION

There is only one Comparative Evaluation Criterion. The proposals will be evaluated based on the criterion listed below, and scored as follows: Highly Advantageous, Advantageous, Not Advantageous and Unacceptable.

Ability of the proposer's software to control peak electrical demand

**Highly Advantageous:** Minimizes peak electrical demand through building systems control logic without negatively impacting building operations

**Advantageous:** Minimizes peak electrical demand by optimizing building component run schedules

**Not Advantageous:** Minimizes peak electrical demand by shutting off critical building systems for long periods of time

**Unacceptable:** Does not reduce peak electrical demand

## PART IX. AWARD OF CONTRACT

One (1) contract will be awarded to the responsive and responsible proposer deemed by the Chief Procurement Officer to have submitted the most advantageous proposal taking into consideration the Technical and Price Proposals, including all of the comparative criterion listed above. The City will reject any and all bids when required to do so applicable law. In addition, the City reserves the right to waive minor informalities in any or all bids, or to reject any or all bids in whole or in part, if it be in the public interest to do so.

This software purchase shall extend for one calendar year, with (2) one calendar year extensions at the discretion of the City of Newton.

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Nicholas Read  
Chief Procurement Officer

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**CITY OF NEWTON  
REQUEST FOR PROPOSALS**

**Install, Furnish, and Commissioning of Peak Electrical Demand Reduction Software**

**PRICE PROPOSAL SHEET FOR RFP #14-60**

**BIDDERS NOTE: THIS FORM AND REQUIRED ATTACHMENTS, COMPRISING THE PRICE PROPOSAL, MUST BE SUBMITTED IN A SEPARATE SEALED ENVELOPE CLEARLY MARKED “PRICE PROPOSAL”**

**TO THE AWARDING AUTHORITY:**

A. The undersigned proposes to furnish, install, and commission the software as specified, for the contract price specified below, subject to additions and deductions according to the terms of the specifications.

B. This proposal includes addenda number(s) \_\_\_\_, \_\_\_\_, \_\_\_\_, \_\_\_\_,

C. The proposed price is: \_\_\_\_\_

COMPANY:\_\_\_\_\_

**The undersigned has completed and submits herewith the following documents:**

- One (1) original and four (4) copies of the Non-price proposal (all in one separate sealed envelope)
- One Original Price Proposal (separate sealed envelope marked “RFP #14-60 - PRICE PROPOSAL”)
- Bidder’s Qualifications and References Form, 2 pages
- Certificate of Non-Collusion, 1 page
- Debarment Letter, 1 page
- IRS W-9 Form, 1 page

D. The undersigned certifies that this offer fully complies with all of the requirements of the Requests for Proposals.

E. Notice is hereby given that the Mayor’s Affirmative Action Plan for the City of Newton in effect at the time of this solicitation is applicable to all construction contracts in excess of \$10,000.00.

Notice is hereby given that the City of Newton Minority/Women Business Enterprise Plan and the Supplemental Equal Employment Opportunity Anti-Discrimination and Affirmative Action Program in effect at the time of this solicitation are applicable to all City contracts for goods and services in excess of \$50,000.00.

Copies of the Plans and Program referred to in Sections 3.1 and 3.2 are available at: [www.newtonma.gov/purchasing](http://www.newtonma.gov/purchasing).

**F.** The undersigned further certifies under the penalties of perjury that this proposal is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

Date \_\_\_\_\_

\_\_\_\_\_  
(Name of Bidder)

BY: \_\_\_\_\_

(Signature)

\_\_\_\_\_  
(Printed Name and Title of Signatory)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(City, State Zip)

\_\_\_\_\_  
(Telephone/Fax)

\_\_\_\_\_  
(Email address)

NOTE: If the bidder is a corporation, indicate state of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses of all partners; and if an individual, give residential address if different from business address.

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## CITY OF NEWTON

### BIDDER'S QUALIFICATIONS AND REFERENCES FORM

All questions must be answered, and the data given must be clear and comprehensive. Please type or print legibly. If necessary, add additional sheet for starred items. This information will be utilized by the City for purposes of determining bidder responsiveness and responsibility with regard to the requirements and specifications of the Contract.

1. FIRM NAME: \_\_\_\_\_
2. WHEN ORGANIZED: \_\_\_\_\_
3. INCORPORATED? \_\_\_\_ YES \_\_\_\_ NO DATE AND STATE OF INCORPORATION: \_\_\_\_\_
4. IS YOUR BUSINESS A **MBE**? \_\_\_\_ YES \_\_\_\_ NO **WBE**? \_\_\_\_ YES \_\_\_\_ NO or **MWBE**? \_\_\_\_ YES \_\_\_\_ NO
- \* 5. LIST ALL CONTRACTS CURRENTLY ON HAND, SHOWING CONTRACT AMOUNT AND ANTICIPATED DATE OF COMPLETION:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- \* 6. HAVE YOU EVER FAILED TO COMPLETE A CONTRACT AWARDED TO YOU?  
\_\_\_\_ YES \_\_\_\_ NO  
IF YES, WHERE AND WHY?  
\_\_\_\_\_  
\_\_\_\_\_
- \* 7. HAVE YOU EVER DEFAULTED ON A CONTRACT? \_\_\_\_ YES \_\_\_\_ NO  
IF YES, PROVIDE DETAILS.  
\_\_\_\_\_  
\_\_\_\_\_
- \* 8. LIST YOUR VEHICLES/EQUIPMENT AVAILABLE FOR THIS CONTRACT:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- \* 9. IN THE SPACES FOLLOWING, PROVIDE INFORMATION REGARDING CONTRACTS COMPLETED BY YOUR FIRM SIMILAR IN NATURE TO THE PROJECT BEING BID. A MINIMUM OF FOUR (4) CONTRACTS SHALL BE LISTED. PUBLICLY BID CONTRACTS ARE PREFERRED, BUT NOT MANDATORY.  
  
PROJECT NAME: \_\_\_\_\_  
OWNER: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_

DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_  
PUBLICLY BID? \_\_\_\_\_ YES \_\_\_\_\_ NO  
TYPE OF WORK?: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: (\_\_\_\_) \_\_\_\_\_  
CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_  
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: \_\_\_\_\_  
OWNER: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_  
DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_  
PUBLICLY BID? \_\_\_\_\_ YES \_\_\_\_\_ NO  
TYPE OF WORK?: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: (\_\_\_\_) \_\_\_\_\_  
CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_  
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: \_\_\_\_\_  
OWNER: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_  
DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_  
PUBLICLY BID? \_\_\_\_\_ YES \_\_\_\_\_ NO  
TYPE OF WORK?: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: (\_\_\_\_) \_\_\_\_\_  
CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_  
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: \_\_\_\_\_  
OWNER: \_\_\_\_\_  
CITY/STATE: \_\_\_\_\_  
DOLLAR AMOUNT: \$ \_\_\_\_\_ DATE COMPLETED: \_\_\_\_\_  
PUBLICLY BID? \_\_\_\_\_ YES \_\_\_\_\_ NO  
TYPE OF WORK?: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_ TELEPHONE #: (\_\_\_\_) \_\_\_\_\_  
CONTACT PERSON'S RELATION TO PROJECT?: \_\_\_\_\_  
(i.e., contract manager, purchasing agent, etc.)

10. The undersigned certifies that the information contained herein is complete and accurate and hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City in verification of the recitals comprising this statement of Bidder's qualifications and experience.

DATE: \_\_\_\_\_ BIDDER: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

**END OF SECTION**

## **CERTIFICATE OF NON-COLLUSION**

Pursuant to the requirements of M.G.L. c.30B, §10, the undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee club, or other organization, entity, or group or individuals.

---

(Signature of individual)

---

Name of Business



**Request for Taxpayer  
Identification Number and Certification**

**Give form to the  
requester. Do not  
send to the IRS.**

Print or type  
See Specific instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership  
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....  
☐ Other (see instructions) ▶

**X** Exempt  
payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

**Part II Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign  
Here**

Signature of  
U.S. person ▶

Date ▶

Name

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

## **CONTRACT FORMS**

The awarded bidder will be required to complete and submit documents substantially similar in form to the following.

These forms may need to be modified on account of changed circumstances, and are provided for informational purposes only.

**City - Contractor Agreement #C -  
Install, Furnish, and Commissioning of Peak Electrical Demand Reduction Software**

This Agreement is entered into by and between

(hereinafter the "Contractor") and the City of Newton, a municipal corporation acting by and through its Building and Purchasing Departments but without personal liability to either of them (hereinafter the "City"); collectively, the "parties."

WHEREAS, the City needs the services of a contractor to install, furnish, and commission peak electrical demand reduction software; and

WHEREAS, the Contractor has submitted a responsive proposal for such services;

NOW THEREFORE, the parties agree as follows:

**1. Incorporation of Attached Documents**

The following documents, copies of which are attached hereto, are hereby incorporated as part of this Agreement:

-- City of Newton's Request for Proposal No. 14-60 , dated \_\_\_\_\_ issued by, *Chief Procurement Officer* (hereinafter "Request for Proposals");

--Technical and Price Proposals of \_\_\_\_\_, each dated \_\_\_\_\_, 2013 and signed by \_\_\_\_\_, (hereinafter, "Contractor's Proposal");

**2. Product Description & Scope of Work**

This project will furnish, install, and commission a software based system that will overlay and interconnect with our existing Delta Building Energy Management System to reduce peak electrical demands in City buildings, by controlling the schedules of key building component operations as well as individual electrical loads with building components throughout all buildings. This software will complete this action by interfacing with the existing building energy management system and a using calculated logic based approach to control start/stop times of building electrical components.

**3. Term of Agreement**

Work under this RFP is expected to begin the day of contract execution and **shall extend for one (1) year with two (2) one year extensions exercisable at the discretion of the City.**

**4. Payment procedures**

The Contractor shall be paid upon its furnishing, installing, and commissioning of the described software system and upon the acceptance of Contractor's work by the City.

**5. Indemnification**

The Contractor acknowledges and agrees that he is responsible as an INDEPENDENT CONTRACTOR for all services provided under this Agreement and for all the acts of her employees and agents hereunder and agrees that she will indemnify and hold harmless the City and its agents and employees from and against all claims, damages, losses and expenses, including attorney's fees arising out of, or resulting from, the performance of the services to be performed under this Agreement.

**6. Insurance**

The Contractor will provide the City with a certificate of insurance reflecting Comprehensive General Liability Insurance with a limit of liability of at least One Million Dollars (\$1,000,000.00) and evidence of workers compensation insurance covering employees of the Contractor. The Comprehensive General Liability policy must name the City as an additional insured and the certificate must reflect this status.

**7. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

**8. Non-assignability**

This Agreement and the duties of the Contractor to be performed hereunder or any payments due or accrued to the Contractor shall not be assigned or subcontracted.

**9. Entire Agreement**

This Agreement represents the entire understanding between the Contractor and the City. No change of any of the within terms and conditions can be made, except by written amendment(s) hereto and signed by both parties. This Agreement and any such amendments shall become binding on the City upon the execution thereof by the Mayor of Newton.

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IN WITNESS whereof, the Parties to this Agreement have hereunto set its hands and seals in quintuplicate on the dates set forth below.

**CONTRACTOR**

By \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

*Affix Corporate Seal Here*

City funds are available in the following account:

98550690-52407 -

I further certify that the Mayor, or his designee, is authorized to execute contracts and approve change orders.

By \_\_\_\_\_  
*Comptroller of Accounts*

Date \_\_\_\_\_

**CITY OF NEWTON**

By \_\_\_\_\_  
*Chief Procurement Officer*

Date \_\_\_\_\_

By \_\_\_\_\_  
*Commissioner of Public Buildings*

Date \_\_\_\_\_

Approved as to Legal Form and Character

By \_\_\_\_\_  
*Associate City Solicitor*

Date \_\_\_\_\_

**CONTRACT AND BONDS APPROVED**

By \_\_\_\_\_  
*Mayor or his designee*

Date \_\_\_\_\_

## CERTIFICATE OF AUTHORITY - CORPORATE

1. I hereby certify that I am the Clerk/Secretary of \_\_\_\_\_  
(insert full name of Corporation)
2. corporation, and that \_\_\_\_\_  
(insert the name of officer who signed the contract and bonds.)
3. is the duly elected \_\_\_\_\_  
(insert the title of the officer in line 2)
4. of said corporation, and that on \_\_\_\_\_  
(insert a date that is ***ON OR BEFORE*** the date the officer signed the **contract and bonds.**)

at a duly authorized meeting of the Board of Directors of said corporation, at which all the directors were present or waived notice, it was voted that

5. \_\_\_\_\_ the \_\_\_\_\_  
(insert name from line 2) (insert title from line 3)

of this corporation be and hereby is authorized to execute contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

6. ATTEST: \_\_\_\_\_ *AFFIX CORPORATE*  
(Signature of Clerk or Secretary)\* *SEAL HERE*
7. Name: \_\_\_\_\_  
(Please print or type name in line 6)\*
8. Date: \_\_\_\_\_  
(insert a date that is **ON OR AFTER** the date the officer signed the contract and bonds.)

\* The name and signature inserted in lines 6 & 7 must be that of the Clerk or Secretary of the corporation.

## CERTIFICATION OF TAX COMPLIANCE

Pursuant to M.G.L. c.62C, §49A and requirements of the City, the undersigned acting on behalf of the Contractor certifies under the penalties of perjury that the Contractor is in compliance with all laws of the Commonwealth relating to taxes including payment of all local taxes, fees, assessments, betterments and any other local or municipal charges (unless the Contractor has a pending abatement application or has entered into a payment agreement with the entity to which such charges were owed), reporting of employees and contractors, and withholding and remitting child support.\*

\_\_\_\_\_  
\*\*Signature of Individual  
or Corporate Contractor (Mandatory)

Print Name:\_\_\_\_\_

By: \_\_\_\_\_  
Corporate Officer  
(Mandatory, if applicable)

Print Name:\_\_\_\_\_

\_\_\_\_\_  
\*\*\* Contractor's Social Security Number  
(Voluntary) or Federal Identification Number

Date: \_\_\_\_\_

\* The provision in this Certification relating to child support applies only when the Contractor is an individual.

\*\* Approval of a contract or other agreement will not be granted until the City receives a signed copy of this Certification.

\*\*\* Your social security number may be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended.